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UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

The Federal Savings Bank,  Plaintiff,  v.  Gregory Pahel,  Defendant.	Case No.  <b>COMPLAINT</b>
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Plaintiff The Federal Savings Bank ("TFSB") complains as follows against defendant Gregory Pahel:

1. TFSB is a federally chartered savings bank with its main office in Chicago, Illinois. TFSB is, therefore, a citizen of the State of Illinois.
2. Defendant Gregory Pahel ("Pahel") is an individual who is a citizen of the State of Arizona.
3. The amount in controversy in this case, exclusive of interest and costs, is \$124,363.
4. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship and the amount in controversy, exclusive of interest and costs, exceeds \$75,000.

1 5. Venue in this district is proper pursuant to § 1391(a) because the defendant resides in this  
2 district.

3 6. TFSB is engaged, *inter alia*, in the business of originating home mortgage loans.

4 7. Prior to November 2, 2021, Pahel was employed by TFSB as an Outside Commissioned  
5 Senior Vice President of TFSB's home mortgage loan business.

6 8. On September 2, 2020, Pahel and TFSB executed a document entitled "Terms of  
7 Employment," a copy of which is attached hereto as Exhibit A.

8 9. Also on September 2, 2020, Pahel and TFSB executed a document entitled "The Federal  
9 Savings Bank Compensation Plan for Commissioned HECM Senior Vice Presidents," a copy of  
10 which is attached hereto as Exhibit B.

11 10. On June 4, 2021, Pahel and TFSB executed an untitled document, a copy of which is  
12 attached hereto as Exhibit C.

13 11. As of June 4, 2021, Pahel's employment contract with TFSB consisted of the  
14 documents attached hereto as Exhibits A, B, and C.

15 12. Pursuant to Pahel's employment contract with TFSB, after June 4, 2021, Pahel was paid  
16 certain draws against future commissions.

17 13. Pahel's employment with TFSB terminated on November 2, 2021.

18 14. As of November 2, 2021, the amount of draws that had been advanced by TFSB to  
19 Pahel which Pahel had not earned was \$124,363.

20 15. Pahel's employment contract provides, in pertinent part:

21 ...TFSB will recover the above and the following advances by retaining ten percent  
22 (10%) of future, monthly commissions earned by Greg Pahel beginning June 1<sup>st</sup>,  
23 2021, until the difference between actual earned commissions and the amount of the  
24 monthly draws is paid back to TFSB in its entirety. Effective March 1<sup>st</sup>, 2022, TFSB  
25 will recover the advances by retaining twenty percent (20%) of future, monthly  
26 commissions earned by Greg Pahel, until the difference between actual earned  
27 commissions and the amount of the monthly draws is paid back to TFSB in its  
28 entirety. If Greg Pahel leaves The Federal Savings Bank, ... any outstanding draw is  
due and payable immediately... .

(Exhibit C, p. 2.)

16. TFSB has fully performed its obligations under its employment contract with Pahel.

1 17. Pursuant to Pahel's employment contract with TFSB, Pahel was obligated to have  
2 repaid \$124,363 to TFSB on November 2, 2021.

3 18. Pahel has breached his employment contract by failing, despite demand therefor, to  
4 repay any of the \$124,363 that he owes TFSB.

5 19. As a direct and proximate result of Pahel's breach, TFSB has suffered damages in the  
6 amount of \$124,363.

7 WHEREFORE, plaintiff The Federal Savings Bank prays for judgment in its favor and  
8 against defendant Gregory Pahel in the amount of \$124,363 together with the costs of this action  
9 and such other and further relief as the Court may deem just and proper.

10 DATED this 12<sup>th</sup> day of January 2022.

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13 -AND-

14 ANDERSON CLARKSON JOHNSON BROWN PLLC

15 By: /s/ Nat Clarkson (#021027)

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